

ENTERED~~June 16, 2021~~

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF TEXAS
Nathan Ochsner, Clerk

CAN CAPITAL ASSET SERVICING, INC., F/K/A NEWLOGIC BUSINESS LOANS, INC.,	§
Plaintiff,	§
	§
vs.	§ Civil Action 4:20-cv-03638
	§
LEANING DECK, INC., D/B/A SUD ITALIA RISTORANTE	§
	§
	§
	§
Defendants.	§

**DEFAULT JUDGMENT AS TO LEANING DECK, INC., D/B/A SUD ITALIA
RISTORANTE**

On this day came on for consideration or hearing, Plaintiff's Motion for Default Judgment only as to Leaning Deck, Inc., d/b/a Sud Italia Ristorante. Defendant Leaning Deck, Inc., d/b/a Sud Italia Ristorante, although duly cited to appear and answer herein, have failed to file an answer within the time allowed by law.

The Court has considered the pleadings and records on file in this cause and the evidence and is of the opinion that judgment should be rendered for Plaintiff.

Therefore, CAN CAPITAL ASSET SERVICING, INC. F/K/A NEWLOGIC BUSINESS LOANS, INC., ("CCAS") Plaintiff, shall recover from only Leaning Deck, Inc., d/b/a Sud Italia Ristorante, the following:

1. \$82,615.06 as the amount due;
2. \$ 5,830.00 as attorney's fees through judgment;
3. \$819.67 as Costs of court;

4. Post-judgment interest at the rate of 0.5 % per year on the total judgment from the date of judgment until paid in full.

It is further ORDERED that a security interest is established against the collateral described below against Defendant Leaning Deck, Inc., d/b/a Sud Italia Ristorante, and that the security interest described below is foreclosed; further, that Plaintiff is entitled to possession of the collateral and in particular possession of (a) any and all amounts owing to you now or in the future from any merchant processor, (b) all Accounts; (c) all Chattel Paper (including Tangible Chattel Paper and Electronic Chattel Paper); (d) all Instruments; (e) all Goods, including, without limitation, Equipment, motor vehicles, inventory, Farm Products, Accessions, and as Extracted Collateral; (f) all Documents; (g) all General Intangibles (including, without limitation, Payment Intangibles and software); (h) all Deposit Accounts; (i) all Letter of Credit Rights; (j) all Investment Property; (k) all Supporting Obligations; (l) all trademarks, trade names, service marks, logos and other sources of business identifiers, and all registrations, recordings and applications with the U.S. Patent and Trademark Office (“USPTO”) and all renewals, reissues and extensions thereof (collectively “IP”); (m) any records and data relating to any of the foregoing, whether in the form of a writing photograph, microfilm, microfiche, or electronic media, together with all of your right, title and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media; and (n) any and all proceeds of any of the foregoing, including insurance proceeds or other proceeds from the sale, destruction, loss, or other disposition of any of the foregoing, and sums due from a third party who has damaged or destroyed any of the foregoing or from that party’s insurer, whether due to judgment, settlement or other process is foreclosed; and further that an order of sale shall issue to any United States Marshall, sheriff or any constable in the state of Texas, directing him to seize and sell the collateral

under execution, in satisfaction of this judgment; and that, if the collateral cannot be found or if the proceeds of the sale are insufficient to satisfy the judgment, the officer shall take the money, or any balance thereof remaining unpaid, out of any property of Leaning Deck, Inc., d/b/a Sud Italia Ristorante, Defendant, as in the case of ordinary executions.

It is ORDERED that Plaintiff shall have all writs of execution and other process necessary to enforce this judgment against Leaning Deck, Inc., d/b/a Sud Italia Ristorante only.

SIGNED June 16, 2021, at Houston, Texas.



LEE H. ROSENTHAL
United States District Judge